



City of Ketchum

May 3, 2021

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Approve the Deep Powder Townhomes Subdivision Preliminary Plat

Recommendation and Summary

Staff recommends the Ketchum City Council approve the Townhouse Subdivision Preliminary Plat for the development of a new two unit detached townhome development and associated site improvements located at 255 Hillside Drive within the City's General Residential Low Density (GR-L) Zoning District as well as the Mountain Overlay and Avalanche Zone.

Recommended Motion: "I move to approve the Deep Powder Townhomes Subdivision Preliminary Plat application subject to conditions of approval #1-7."

The reasons for the recommendation are as follows:

- The request to subdivision meets all applicable standards for Townhouse Subdivisions specified in Ketchum Municipal Code's Subdivision Regulations (Title 16). The townhome development complies with all applicable zoning, design review, and mountain overlay regulations specified in Title 17 of Ketchum Municipal Code.
- The Planning and Zoning Commission held a public hearing and approved the Mountain Overlay Design Review (Application File No. P21-018) for the multi-family residential development and unanimously recommended approval of the associated townhouse subdivision preliminary plat (Application File No. P21-017) on March 30th, 2021.

Analysis

The Deep Powder Townhomes is a new multi-family residential development comprised of two detached townhome units and associated site improvements located at 255 Hillside Drive within the City's General Residential Low Density (GR-L) Zoning District as well as the Mountain Overlay and Avalanche Zone. Multi-family residential developments containing a maximum of two dwelling units are permitted (Ketchum Municipal Code §17.12.020) on lots that meet the minimum 8,000-square-foot area required in the GR-L Zone (Ketchum Municipal Code §17.12.030). The subject undeveloped property, Lot 33 within Block 2 of Warm Springs Subdivision #5, has a total area of 11,150 square feet (0.26 acres).

The Planning and Zoning Commission held a public hearing and approved the Mountain Overlay Design Review (Application File No. P21-018) for the multi-family residential development and unanimously recommended approval of the associated townhouse subdivision preliminary plat (Application File No. P21-017) on March 30th, 2021.

Subdivisions, including townhouses, are permitted within the Avalanche Zone provided that: (a) no new public or private streets or flag lots are created, (b) the subdivision complies with the underlying zoning



City of Ketchum

district, (c) the project complies with all applicable design review requirements and mountain overlay standards, and (d) the project complies with all applicable subdivision standards (Ketchum Municipal Code §17.92.010.D5). The proposed subdivision does not create a new street or flag lot. Each townhome unit is accessed from its own driveway along Hillside Drive. The townhouse subdivision preliminary plat application will subdivide Lot 33 into two townhouse sublots. In the GR-L Zone, townhouse sublots must have a minimum area equal to that of the perimeter of the townhouse unit (Ketchum Municipal Code §17.12.030). Both proposed townhouse sublots exceed the minimum subplot area requirements—townhouse subplot 1 will have a total area of 5,560 square feet and townhouse subplot 2 will have a total area of 5,590 square feet. No land for common area is proposed with this townhome development.

Financial Impact

Preliminary plat approval is required before a building permit may be issued for the project. The City has collected building permit fees based on the project's estimated cost of construction.

Attachments

- (A) Draft Findings of Fact, Conclusions of Law, and Decision
- (B) Deep Powder Townhomes Preliminary Plat Application Submittal

Attachment A:
Draft Findings of Fact,
Conclusions of Law, and
Decision



**City of Ketchum
Planning & Building**

IN RE:)	
)	
Deep Powder Townhouse Subdivision)	KETCHUM CITY COUNCIL
Preliminary Plat)	FINDINGS OF FACT, CONCLUSIONS OF LAW, AND
May 3, 2021)	DECISION
)	
File Number: P21-017)	

Findings Regarding Application Filed

PROJECT: Deep Powder Townhomes Preliminary Plat

APPLICATION TYPE: Townhouse Subdivision Preliminary Plat

FILE NUMBER: P21-017

OWNERS: Deep Powder LLC

REPRESENTATIVE: Alpine Enterprises

REQUEST: Townhouse Subdivision Preliminary Plat to create two (2) townhouse sublots

LOCATION: 255 Hillside Drive (Warm Springs Subdivision #5, Block 2, Lot 33)

NOTICE: A public hearing notice was mailed to property owners within a 300-foot radius of the subject property and all political subdivisions on March 3, 2021. Notice was published in the Idaho Mountain Express on March 3, 2021. Notice was posted on premises and on the City of Ketchum website on March 16, 2021.

ZONING: General Residential Low-Density District (GR-L)

OVERLAY: Mountain Overlay (MO) & Avalanche Overlay (A)

Findings Regarding Project & Associated Development Applications

The Deep Powder Townhomes is a new multi-family residential development comprised of two detached townhome units and associated site improvements located at 255 Hillside Drive within the City’s General Residential Low Density (GR-L) Zoning District as well as the Mountain Overlay and Avalanche Zone. Multi-family residential developments containing a maximum of two dwelling units are permitted (Ketchum Municipal Code §17.12.020) on lots that meet the minimum 8,000-square-foot area required in the GR-L Zone (Ketchum Municipal Code §17.12.030). The subject undeveloped property, Lot 33 within Block 2 of Warm Springs Subdivision #5, has a total area of 11,150 square feet (0.26 acres).

The Planning and Zoning Commission held a public hearing and approved the Mountain Overlay Design Review (Application File No. P21-018) for the multi-family residential development and unanimously recommended approval of the associated townhouse subdivision preliminary plat (Application File No. P21-017) on March 30th, 2021.

Subdivisions, including townhouses, are permitted within the Avalanche Zone provided that: (a) no new public or private streets or flag lots are created, (b) the subdivision complies with the underlying zoning district, (c) the project complies with all applicable design review requirements and mountain overlay standards, and (d) the project complies with all applicable subdivision standards (Ketchum Municipal Code §17.92.010.D5). The proposed subdivision does not create a new street or flag lot. Each townhome unit is accessed from its own driveway along Hillside Drive. The townhouse subdivision preliminary plat application will subdivide Lot 33 into two townhouse sublots. In the GR-L Zone, townhouse sublots must have a minimum area equal to that of the perimeter of the townhouse unit (Ketchum Municipal Code §17.12.030). Both proposed townhouse sublots exceed the minimum subplot area requirements—townhouse subplot 1 will have a total area of 5,560 square feet and townhouse subplot 2 will have a total area of 5,590 square feet. No land for common area is proposed with this townhome development.

Findings Regarding Townhouse Subdivision Procedure (KMC §16.04.080)

All land subdivisions in the City of Ketchum are subject to the standards contained in Ketchum, Municipal Code, Title 16, Subdivision. Civil drawings for the project’s infrastructure improvements, including drainage, utilities, and right-of-way improvements, were reviewed by City Departments through the Mountain Overlay Design Review (Application File No. P21-018). As conditioned, the request to subdivide meets all applicable standards for Townhouse Preliminary Plats contained in Ketchum Municipal Code’s Subdivision (Title 16) and Zoning (Title 17) regulations.

Findings Regarding City Department Comments

All City Department standards as well as required right-of-way improvements were reviewed through the Mountain Overlay Design Review (Application File No. P21-018). City Departments will review the final construction drawings for these improvements prior to issuance of a building permit for the project. All conditions of approval of Mountain Overlay Design Review Permit 21-018 shall be incorporated into the approval of this Townhouse Subdivision Preliminary Plat.

Table 1: City Department Findings

City Department Findings			
Compliant			City Department <i>Findings</i>
Yes	No	N/A	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<p>Fire:</p> <ul style="list-style-type: none"> <i>It is the General Contractor’s responsibility to understand and adhere to all Fire Protection Ordinance #1217 requirements in addition to any and all other City of Ketchum requirements in effect at the time of Building Permit issuance. Failure to comply with all local ordinances and codes may result in project work stoppage as well as criminal penalties.</i> <i>The above project shall meet all 2018 International Fire Code requirements in addition to specific City Building and Fire Ordinances.</i> <i>An approved key box shall be installed on each townhome unit, with the appropriate keys, for emergency access in a location approved by the Fire Department. The key box shall be a Knox Box brand and sized to accommodate keys to every door of the townhome unit.</i> <i>Smoke and carbon monoxide detectors shall be installed per NFPA and the 2018 International Fire Code. Smoke detectors shall be installed inside each bedroom, within 21 feet of each sleeping area, and on every level of occupancy, including the basement. Carbon monoxide</i>

alarms shall be installed in a central location outside each sleeping area and on every level of the townhome unit.

- Approved address numbers shall be placed in such a position to be plainly visible and legible from the road fronting the property. Numbers and letters shall be a minimum of four (4) inches tall, contrast with their background and be positioned a minimum of forty-eight (48) inches above final grade.
- An approved access roadway per 2018 International Fire Code Appendix D shall be installed prior to any combustible construction on the site. The road shall be a minimum of twenty (20) feet in width and capable of supporting an imposed load of at least 75,000 pounds. The road must be an all-weather driving surface maintained free, clear, and unobstructed at all times. Grades shall not exceed 7%. Dead end access roadways exceeding 150 feet in length shall be provided with an approved turnaround. Gates, if installed, are required to be siren activated for emergency vehicle access. Where the vertical distance between the grade plane and the highest roof surface exceeds 30 feet, an approved aerial fire apparatus access road shall be provided. Aerial fire apparatus access roads shall have a minimum unobstructed width of 26 feet, exclusive of shoulders, in the immediate vicinity of the building or portion thereof.
- Vehicle parking and material storage during construction shall not restrict or obstruct public streets or access to any building. A minimum twenty-foot travel lane for emergency vehicle access shall be maintained clear and unobstructed at all times. All required Fire Lanes, including within 15 feet of fire hydrants, shall be maintained clear and unobstructed at all times.
- Fire extinguishers shall be installed and maintained per 2018 IFC Section 906 both during construction and upon occupancy of the building. During construction fire extinguishers shall be placed in a conspicuous, easy to access, unobstructed location that is less than 75 feet travel distance to any combustibles on site, 30 feet to any hot work. Upon completion of project, every townhome unit shall have a minimum of one extinguisher per garage and one extinguisher per kitchen area. Extinguishers shall be mounted in a conspicuous, easy to access, unobstructed location. During construction, three 5-pound Class A fire extinguishers shall be required in each townhome unit.
- Spark arresters are required on all solid fuel burning appliance chimneys to reduce potential fires from burning embers. A minimum 10-feet of separation from all chimneys to combustible vegetation and tree crowns shall be maintained at all times.
- This project shall comply with the City of Ketchum Fire Protection Ordinance No. 1217 and defensible space characteristics. All exterior windows shall be glazed, and all exterior doors shall be solid core construction, both shall have a fire rating of not less than 20 minutes. All exterior vents shall be designed and approved to prevent flame or ember penetration and all exterior mesh shall have openings that do not exceed 1/8". Gutters and downspouts shall be non-combustible and shall be provided with an approved means to prevent the accumulation of leaves and debris. All materials within 12 inches vertical of finished grade shall be 1-hour rated, non-combustible, or covered with minimum 28-gauge flashing. The area 12-inches horizontal from the base of a wall shall be finished in a way to prevent any vegetation growing, and for vegetative debris to be easily removed. Tree crowns extending to within 10 feet of any structure shall be pruned to maintain a minimum horizontal clearance of 10 feet. Tree crowns within 30 feet of any structure shall be pruned to remove limbs located less than 6 feet above the ground surface adjacent to the trees. Non-fire-resistive vegetation or growth shall be kept clear of buildings and structures, in such a manner as to provide a clear area for fire suppression operations.
- Final inspections of all fire department permit required installations by the Fire Chief or an appointee are required and shall be scheduled at least 48 hours in advance. A Final Inspection Checklist can be found at www.ketchumfire.org.

			<ul style="list-style-type: none"> • <i>Fire Department requirements and associated specifications for the required improvements must be verified, reviewed, and approved prior to issuance of a Building Permit for the project.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<p>City Engineer and Streets Department:</p> <ul style="list-style-type: none"> • <i>All drainage shall be retained on site (KMC §17.96.060.C.1). Drainage improvements constructed shall be equal to the length of the subject property lines adjacent to any public street or private street (KMC §17.96.060C).</i> • <i>All construction for the project must comply with the standards set forth in Ketchum Municipal Code, Chapter 15.06 Construction Activity Standards. The applicant shall submit a Construction Activity Plan addressing all applicable activities (KMC §15.06.030), including how materials will be off-loaded at the site, plan for coordinating with neighbors on temporary closures, temporary traffic control, and construction fencing with appropriate screening, to be reviewed and approved prior to issuance of a Building Permit for the project. Pursuant to KMC §15.06.030.A.2, the applicant shall provide notice of the project, construction schedule, and general contractor’s contact information to all neighbors with properties adjacent to the project site.</i> • <i>The building permit plans and construction drawings shall meet all applicable sections of Chapter 12 of Ketchum Municipal Code.</i> • <i>The applicant shall submit the drainage and geotechnical report with the building permit application for review by the City Engineer and the Streets Department.</i> • <i>The plans for the ROW improvements must be prepared by a professional engineer licensed in Idaho (KMC §12.04.020). The adjacent ROW along Hillside must be improved to City standards for residential streets. Material shall be pervious/permeable to allow drainage. Surface must allow for vehicle parking and be consistent along the entire property frontage. Material within the first eight (8) feet from edge of asphalt shall be distinct from driveway and rest of property in order to visually appear to be available for parking. Grading and drainage improvements must meet the following standards: minimum 5% slope, no obstructions, such as boulders or berms, no buried irrigation systems within the first eight (8) feet from the edge of asphalt, and no subsurface irrigation lines are permitted beyond the first eight (8) feet, however popup heads are not permitted anywhere in the ROW. No live plant material within the first eight (8) feet from edge of asphalt. Low ground cover plant material, such as turf grass, is permitted beyond the first eight (8) feet. Drought-tolerant species is preferred.</i> • <i>The applicant shall submit a Street and Alley Digging, Excavation, and Trenching (“DIG”) Permit application with an associated traffic control plan for all construction work within the City right-of-way to be reviewed and approved by the Streets Department. The use of City right-of-way for construction including the closure of adjacent streets or sidewalks requires a Temporary Use of Right-of-Way Permit (“TURP”).</i> • <i>Final civil drawings for all associated ROW improvements shall be submitted with the Building Permit application to be verified, reviewed, and approved by the City Engineer and Streets Department prior to issuance of a Building Permit for the project.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<p>Utilities:</p> <ul style="list-style-type: none"> • <i>The property owner/developer and all successors in interest are responsible for the installation, maintenance, repair, and other costs associated with the private water and sewer lines serving the property.</i> • <i>Each detached townhome unit shall have separate water and sewer services. Connection fees are determined based on water and sewer meter sizes. The applicant shall have the proposed water and sewer service connection line and meter sizes verified by an Idaho-licensed plumber or mechanical engineer. The service line connections shall be installed to City standards.</i>

			<ul style="list-style-type: none"> • Drywells must have proper separation from potable water lines. • Requirements and specifications for the water and sewer connections will be verified, reviewed, and approved by the Utilities and Wastewater departments prior to issuance of a building permit for the project.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Building: <ul style="list-style-type: none"> • The building must meet the 2018 International Building Code and Title 15 Buildings and Construction of Ketchum Municipal Code. • Building Department requirements and associated specifications for the required improvements must be verified, reviewed, and approved prior to issuance of a building permit for the project.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Planning and Zoning: <i>Comments are denoted throughout the Tables 2 & 3.</i>

Table 2: Townhouse Plat Requirements

Townhouse Plat Requirements					
Compliant			Standards and Commission Findings		
Yes	No	N/A	City Code	City Standards and <i>Commission Findings</i>	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.080.B	Townhouse Owners' Documents: The subdivider of the townhouse project shall submit with the preliminary plat application a copy of the proposed party wall agreement and any proposed document(s) creating an association of owners of the proposed townhouse sublots, which shall adequately provide for the control and maintenance of all commonly held facilities, garages, parking and/or open spaces. Prior to final plat approval, the subdivider shall submit to the city a final copy of such documents and shall file such documents prior to recordation of the plat, which shall reflect the recording instrument numbers.	
			<i>Findings</i>	<i>The applicant has submitted the draft Townhouse Declaration for the project. The developer shall submit a final copy of the document to the Planning & Building Department and file such document prior to recordation of the final plat.</i>	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.080.C.1	Preliminary Plat Procedure: Townhouse developments shall be administered consistent with the procedures and design and development regulations established in §16.04.030 and §16.04.040 and the standards of this subsection.	
			<i>Findings</i>	<i>The Planning & Zoning Commission reviewed and approved the project's Mountain Overlay Design Review (Application No. P21-018) on March 30th, 2021.</i>	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.080.C.2	The subdivider may apply for preliminary plat approval from the commission pursuant to subsection 16.04.030D of this chapter at the time application is made for design review approval pursuant to title 17, chapter 17.96 of this code. The commission may approve, deny or conditionally approve such preliminary plat upon consideration of the action taken on the application for design review of the project.	
			<i>Findings</i>	<i>The Planning & Zoning Commission reviewed and approved the project's Mountain Overlay Design Review (Application No. P21-018) on March 30th, 2021.</i>	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.080.C.3	The preliminary plat, other data, and the commission's findings may be transmitted to the council prior to commencement of construction of the project	

				under a valid building permit issued by the City. The council shall act on the preliminary plat pursuant to subsection 16.04.030E and F of this chapter.
			Findings	<i>The applicant has applied for a building permit for the project (Application File No. B21-026, which is currently under review by City Departments. The project shall receive approval for the townhouse subdivision preliminary plat application from the City Council prior to issuance of a building permit.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.080.C.4	4. In the event a phased townhouse development project is proposed, after preliminary plat is granted for the entirety of a project, the final plat procedure for each phase of a phased development project shall follow §16.04.030.G and comply with the additional provisions of §16.04.110 of this code.
			Findings	<i>N/A as the applicant has not proposed phasing for this development project.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.080.E.1	E. Required Findings: In addition to all Townhouse Developments complying with the applicable provisions of Title 17 and this Subdivision Chapter (§16.04), the Administrator shall find that All Townhouse Developments, including each individual subplot, shall not exceed the maximum building coverage requirements of the zoning district.
			Findings	<i>The project's total building coverage is 33%, which is 2% less than the maximum 35% building coverage permitted in the GR-L Zone.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.080.E.2	Garage: All garages shall be designated on the preliminary and final plats and on all deeds as part of the particular townhouse units. Detached garages may be platted on separate sublots; provided, that the ownership of detached garages is tied to specific townhouse units on the townhouse plat and in any owner's documents, and that the detached garage(s) may not be sold and/or owned separate from any dwelling unit(s) within the townhouse development.
			Findings	<i>Sheet A-2.0 of the project plans indicates that each townhome unit will include its own attached, enclosed two-car garage.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.080.E.3	General Applicability: All other provisions of this chapter and all applicable ordinances, rules and regulations of the city and all other governmental entities having jurisdiction shall be complied with by townhouse subdivisions. (Ord. 1061 § 3, 2009: Ord. 879 § 4, 2001: Ord. 460 § 2, 1987)
			Findings	<i>This townhouse subdivision will comply with all applicable local, state, and federal ordinances, rules, and regulations.</i>

Table 3: Preliminary Plat Requirements (all subdivisions)

Preliminary Plat Requirements				
Compliant			Standards and Commission Findings	
Yes	No	N/A	City Code	City Standards and <i>Commission Findings</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.C.1	The subdivider shall file with the administrator copies of the completed subdivision application form and preliminary plat data as required by this chapter.
			Findings	<i>The application has been reviewed and determined to be complete.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J	Application and Preliminary Plat Contents: The preliminary plat, together with all application forms, title insurance report, deeds, maps, and other documents reasonably required, shall constitute a complete subdivision application. The preliminary plat shall be drawn to a scale of not less than one inch equals one hundred feet (1" = 100') and shall show the following:

			Findings	<i>All required materials for the Preliminary Plat application have been submitted.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.I.1	The scale, north point and date.
			Findings	<i>This standard has been met. The preliminary plat contains a scale, north point, and date.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.2	The name of the proposed subdivision.
			Findings	<i>This standard has been met. The name of the proposed subdivision is Deep Powder Townhomes.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.3	The name and address of the owner of record, the subdivider, and the engineer, surveyor, or other person preparing the plat.
			Findings	<i>This information has been provided on the application form and indicated on the Preliminary Plat.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.4	Legal description of the area platted.
			Findings	<i>This standard has been met.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.5	The names and the intersecting boundary lines of adjoining subdivisions and parcels of property.
			Findings	<i>This standard has been met. The neighboring Herbie Rides Again Townhomes and Lot 2 of Warm Springs Subdivision No. 5 are indicated on the preliminary plat.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.6	A contour map of the subdivision with contour lines and a maximum interval of two feet (2') to show the configuration of the land based upon the United States geodetic survey data, or other data approved by the city engineer.
			Findings	<i>The preliminary plat map shows 1-foot contour lines.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.7	The scaled location of existing buildings, water bodies and courses and location of the adjoining or immediately adjacent dedicated streets, roadways and easements, public and private.
			Findings	<i>The location of neighboring homes are indicated on the plat. Hillside is labeled on the preliminary plat..</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.8	Boundary description and the area of the tract.
			Findings	<i>This boundary description and the area of the tract are noted on the Preliminary Plat.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.9	Existing zoning of the tract.
			Findings	<i>The property is within the GR-L Zoning District. Plat note #3 references the zoning district.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.10	The proposed location of street rights of way, lots, and lot lines, easements, including all approximate dimensions, and including all proposed lot and block numbering and proposed street names.
			Findings	<i>This standard has been met. No new streets are proposed. The subplot lines and dimensions are indicated on the preliminary plat.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.11	The location, approximate size and proposed use of all land intended to be dedicated for public use or for common use of all future property owners within the proposed subdivision.
			Findings	<i>No land for common or public use is required or proposed.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.12	The location, size and type of sanitary and storm sewers, water mains, culverts and other surface or subsurface structures existing within or immediately adjacent to the proposed sanitary or storm sewers, water mains, and storage facilities, street improvements, street lighting, curbs, and gutters and all proposed utilities.
			Findings	<i>Sheet L1.1 of the project plans indicates the proposed locations of all utilities service the townhome development. No street infrastructure improvements are</i>

				<i>proposed with this project.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.13	The direction of drainage, flow and approximate grade of all streets.
			Findings	<i>The project's proposed drainage improvements are indicated on Sheet L2.0 of the project plans.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.14	The location of all drainage canals and structures, the proposed method of disposing of runoff water, and the location and size of all drainage easements, whether they are located within or outside of the proposed plat.
			Findings	<i>The project's proposed drainage improvements are indicated on Sheet L2.0 of the project plans.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.15	Vicinity map drawn to approximate scale showing the location of the proposed subdivision in reference to existing and/or proposed arterials and collector streets.
			Findings	<i>The vicinity map is shown on the cover sheet of the project plans.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.16	The boundaries of the floodplain, floodway and avalanche overlay district shall also be clearly delineated and marked on the preliminary plat or a note provided if the entire project is in the floodplain, floodway or avalanche overlay district.
			Findings	<i>The red avalanche zone area is indicated on the preliminary plat map. The civil survey indicates the blue avalanche area. The property is not located within the floodplain/floodway.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.17	Building envelopes shall be shown on each lot, all or part of which is within a floodway, floodplain, or avalanche zone; or any lot that is adjacent to the Big Wood River, Trail Creek, or Warm Springs Creek; or any lot, a portion of which has a slope of twenty five percent (25%) or greater; or upon any lot which will be created adjacent to the intersection of two (2) or more streets.
			Findings	<i>The preliminary plat map includes the required building envelope.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.18	Lot area of each lot.
			Findings	<i>The size of each townhouse subplot is indicated on the plat map.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.19	Existing mature trees and established shrub masses.
			Findings	<i>The preliminary plat map shows existing vegetation on the property.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.20	To be provided to Administrator:
				Subdivision names shall not be the same or confused with the name of any other subdivision in Blaine County, Idaho and shall be approved by the Blaine County Assessor.
			Findings	<i>Deep Powder Townhomes is unique and is not the same as another townhouse subdivision in Blaine County.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.030.J.21	All percolation tests and/or exploratory pit excavations required by state health authorities.
			Findings	<i>N/A. No percolation or exploratory pit excavations have been required for the project.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.22	A copy of the provisions of the articles of incorporation and bylaws of homeowners' association and/or condominium declarations to be filed with the final plat of the subdivision.
			Findings	<i>The subject parcels are within an existing subdivision. The applicant submitted a draft Townhouse Subdivision with the application. This declaration shall be filed with the final plat application.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.23	A current title report shall be provided at the time that the preliminary plat is filed with the administrator, together with a copy of the owner's recorded deed to such property.

			Findings	<i>This standard has been met. The applicant has submitted a Lot Book Guarantee and the Last Deed of Record.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.030.J.24	A digital copy of the preliminary plat shall be filed with the administrator.
			Findings	<i>This standard has been met. The digital copy of the preliminary plat is attached as Attachment B.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.A	Required Improvements: The improvements set forth in this section shall be shown on the preliminary plat and installed prior to approval of the final plat. Construction design plans shall be submitted and approved by the city engineer. All such improvements shall be in accordance with the comprehensive plan and constructed in compliance with construction standard specifications adopted by the city. Existing natural features which enhance the attractiveness of the subdivision and community, such as mature trees, watercourses, rock outcroppings, established shrub masses and historic areas, shall be preserved through design of the subdivision.
			Findings	<i>N/A. No existing natural features, like mature trees, watercourses, rock outcroppings, established shrub masses, or historic area, were present on subject property to preserve. The project's landscape plan is indicated on Sheet L3.0. The proposed landscaping will enhance the attractiveness of the proposed subdivision.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.B	Improvement Plans: Prior to approval of final plat by the commission, the subdivider shall file two (2) copies with the city engineer, and the city engineer shall approve construction plans for all improvements required in the proposed subdivision. Such plans shall be prepared by a civil engineer licensed in the state.
			Findings	<i>The City Engineer and Streets Department will review the final construction drawings prior to issuance of a building permit for the project.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.C	Prior to final plat approval, the subdivider shall have previously constructed all required improvements and secured a certificate of completion from the city engineer. However, in cases where the required improvements cannot be constructed due to weather conditions or other factors beyond the control of the subdivider, the city council may accept, in lieu of any or all of the required improvements, a performance bond filed with the city clerk to ensure actual construction of the required improvements as submitted and approved. Such performance bond shall be issued in an amount not less than one hundred fifty percent (150%) of the estimated costs of improvements as determined by the city engineer. In the event the improvements are not constructed within the time allowed by the city council (which shall be one year or less, depending upon the individual circumstances), the council may order the improvements installed at the expense of the subdivider and the surety. In the event the cost of installing the required improvements exceeds the amount of the bond, the subdivider shall be liable to the city for additional costs. The amount that the cost of installing the required improvements exceeds the amount of the performance bond shall automatically become a lien upon any and all property within the subdivision owned by the owner and/or subdivider.
			Findings	<i>Inspection of the required improvements will be conducted prior to issuance of a Certificate of Occupancy for the townhome development prior to final plat approval.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.D	As Built Drawing: Prior to acceptance by the city council of any improvements installed by the subdivider, two (2) sets of as built plans and specifications, certified by the subdivider's engineer, shall be filed with the city engineer. Within

				<p>ten (10) days after completion of improvements and submission of as built drawings, the city engineer shall certify the completion of the improvements and the acceptance of the improvements, and shall submit a copy of such certification to the administrator and the subdivider. If a performance bond has been filed, the administrator shall forward a copy of the certification to the city clerk. Thereafter, the city clerk shall release the performance bond upon application by the subdivider.</p>
			Findings	<i>The City Engineer shall inspect the required improvements prior to issuance of a Certificate of Occupancy for the project.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.E	<p>Monumentation: Following completion of construction of the required improvements and prior to certification of completion by the city engineer, certain land survey monuments shall be reset or verified by the subdivider's engineer or surveyor to still be in place. These monuments shall have the size, shape, and type of material as shown on the subdivision plat. The monuments shall be located as follows:</p> <ol style="list-style-type: none"> 1. All angle points in the exterior boundary of the plat. 2. All street intersections, points within and adjacent to the final plat. 3. All street corner lines ending at boundary line of final plat. 4. All angle points and points of curves on all streets. 5. The point of beginning of the subdivision plat description.
			Findings	<i>The applicant shall meet the required monumentation standards prior to recordation of the final plat.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.F	<p>Lot Requirements:</p> <ol style="list-style-type: none"> 1. Lot size, width, depth, shape and orientation and minimum building setback lines shall be in compliance with the zoning district in which the property is located and compatible with the location of the subdivision and the type of development, and preserve solar access to adjacent properties and buildings. 2. Whenever a proposed subdivision contains lot(s), in whole or in part, within the floodplain, or which contains land with a slope in excess of twenty five percent (25%), based upon natural contours, or creates corner lots at the intersection of two (2) or more streets, building envelopes shall be shown for the lot(s) so affected on the preliminary and final plats. The building envelopes shall be located in a manner designed to promote harmonious development of structures, minimize congestion of structures, and provide open space and solar access for each lot and structure. Also, building envelopes shall be located to promote access to the lots and maintenance of public utilities, to minimize cut and fill for roads and building foundations, and minimize adverse impact upon environment, watercourses and topographical features. Structures may only be built on buildable lots. Lots shall only be created that meet the definition of "lot, buildable" in section 16.04.020 of this chapter. Building envelopes shall be established outside of hillsides of twenty five percent (25%) and greater and outside of the floodway. A waiver to this standard may only be considered for the following: a. For lot line shifts of parcels that are entirely within slopes of twenty five percent (25%) or greater to create a reasonable building envelope, and mountain overlay design review standards and all other city requirements are met. b. For small, isolated pockets of twenty five percent (25%) or greater that are found to be in compliance with the purposes and standards of the mountain overlay district and this section. 3. Corner lots outside of the original Ketchum Townsite shall have a property line curve or corner of a minimum radius of twenty five feet (25') unless a longer radius is required to serve an existing or future use.

				<p>4. Side lot lines shall be within twenty degrees (20°) to a right angle or radial line to the street line.</p> <p>5. Double frontage lots shall not be created. A planting strip shall be provided along the boundary line of lots adjacent to arterial streets or incompatible zoning districts.</p> <p>6. Every lot in a subdivision shall have a minimum of twenty feet (20') of frontage on a dedicated public street or legal access via an easement of twenty feet (20') or greater in width. Easement shall be recorded in the office of the Blaine County recorder prior to or in conjunction with recordation of the final plat..</p>
			Findings	<p><i>Standards 4, 5, and 6 have been met.</i></p> <p><i>Standard 2 has been met as the required building envelope is indicated on the preliminary plat map.</i></p> <p><i>Standard 1 has been met. Existing Lot 33 within Block 2 of Warm Springs Subdivision No. 5 has a lot width of 90 feet, which conforms to the 80-foot average lot width required in the GR-L Zone. The total lot area is 11,150 square feet, which is 3,150 square feet greater than the minimum lot area required in the GR-L Zone.</i></p>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.G	<p>G. Block Requirements: The length, width and shape of blocks within a proposed subdivision shall conform to the following requirements:</p> <ol style="list-style-type: none"> 1. No block shall be longer than one thousand two hundred feet (1,200'), nor less than four hundred feet (400') between the street intersections, and shall have sufficient depth to provide for two (2) tiers of lots. 2. Blocks shall be laid out in such a manner as to comply with the lot requirements. 3. The layout of blocks shall take into consideration the natural topography of the land to promote access within the subdivision and minimize cuts and fills for roads and minimize adverse impact on environment, watercourses and topographical features. 4. Except in the original Ketchum Townsite, corner lots shall contain a building envelope outside of a seventy five foot (75') radius from the intersection of the streets.
			Findings	<i>N/A. No new blocks are proposed.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.1	<p>H. Street Improvement Requirements:</p> <ol style="list-style-type: none"> 1. The arrangement, character, extent, width, grade and location of all streets put in the proposed subdivision shall conform to the comprehensive plan and shall be considered in their relation to existing and planned streets, topography, public convenience and safety, and the proposed uses of the land;
			Findings	<i>N/A, the subject properties are within an existing subdivision. No new streets are proposed.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.2	<p>2. All streets shall be constructed to meet or exceed the criteria and standards set forth in chapter 12.04 of this code, and all other applicable ordinances, resolutions or regulations of the city or any other governmental entity having jurisdiction, now existing or adopted, amended or codified;</p>
			Findings	<i>This proposal does not create a new street. These standards are not applicable.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.3	<p>3. Where a subdivision abuts or contains an existing or proposed arterial street, railroad or limited access highway right of way, the council may require a frontage street, planting strip, or similar design features;</p>
			Findings	<i>N/A. No street frontage improvements like planting strips are required.</i>

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.4	4. Streets may be required to provide access to adjoining lands and provide proper traffic circulation through existing or future neighborhoods;
			Findings	<i>This proposal does not create a new street. These standards are not applicable.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.5	5. Street grades shall not be less than three-tenths percent (0.3%) and not more than seven percent (7%) so as to provide safe movement of traffic and emergency vehicles in all weather and to provide for adequate drainage and snow plowing;
			Findings	<i>This proposal does not create a new street. These standards are not applicable.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.6	6. In general, partial dedications shall not be permitted, however, the council may accept a partial street dedication when such a street forms a boundary of the proposed subdivision and is deemed necessary for the orderly development of the neighborhood, and provided the council finds it practical to require the dedication of the remainder of the right of way when the adjoining property is subdivided. When a partial street exists adjoining the proposed subdivision, the remainder of the right of way shall be dedicated;
			Findings	<i>N/A. This proposal does not create a new street. These standards are not applicable.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.7	7. Dead end streets may be permitted only when such street terminates at the boundary of a subdivision and is necessary for the development of the subdivision or the future development of the adjacent property. When such a dead end street serves more than two (2) lots, a temporary turnaround easement shall be provided, which easement shall revert to the adjacent lots when the street is extended;
			Findings	<i>N/A. This proposal does not create a new street. These standards are not applicable.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.8	8. A cul-de-sac, court or similar type street shall be permitted only when necessary to the development of the subdivision, and provided, that no such street shall have a maximum length greater than four hundred feet (400') from entrance to center of turnaround, and all cul-de-sacs shall have a minimum turnaround radius of sixty feet (60') at the property line and not less than forty five feet (45') at the curb line;
			Findings	<i>N/A. The townhouse sublots are within an existing subdivision. No new streets are proposed.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.9	9. Streets shall be planned to intersect as nearly as possible at right angles, but in no event at less than seventy degrees (70°);
			Findings	<i>N/A. The townhouse sublots are within an existing subdivision. No new streets are proposed.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.10	10. Where any street deflects an angle of ten degrees (10°) or more, a connecting curve shall be required having a minimum centerline radius of three hundred feet (300') for arterial and collector streets, and one hundred twenty five feet (125') for minor streets;
			Findings	<i>N/A. The townhouse sublots are within an existing subdivision. No new streets are proposed.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.11	11. Streets with centerline offsets of less than one hundred twenty five feet (125') shall be prohibited;
			Findings	<i>N/A. The townhouse sublots are within an existing subdivision. No new streets are proposed.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.12	12. A tangent of at least one hundred feet (100') long shall be introduced between reverse curves on arterial and collector streets;
			Findings	<i>N/A. The townhouse sublots are within an existing subdivision. No new streets are proposed.</i>

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.13	13. Proposed streets which are a continuation of an existing street shall be given the same names as the existing street. All new street names shall not duplicate or be confused with the names of existing streets within Blaine County, Idaho. The subdivider shall obtain approval of all street names within the proposed subdivision from the County Assessor's office before submitting same to council for preliminary plat approval;
			Findings	<i>N/A. The townhouse sublots are within an existing subdivision. No new streets are proposed.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.14	14. Street alignment design shall follow natural terrain contours to result in safe streets, usable lots, and minimum cuts and fills;
			Findings	<i>N/A. The townhouse sublots are within an existing subdivision. No new streets are proposed.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.15	15. Street patterns of residential areas shall be designed to create areas free of through traffic, but readily accessible to adjacent collector and arterial streets;
			Findings	<i>N/A. The townhouse sublots are within an existing subdivision. No new streets are proposed.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.16	16. Reserve planting strips controlling access to public streets shall be permitted under conditions specified and shown on the final plat, and all landscaping and irrigation systems shall be installed as required improvements by the subdivider;
			Findings	<i>N/A. The townhouse sublots are within an existing subdivision. No new streets are proposed.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.17	17. In general, the centerline of a street shall coincide with the centerline of the street right of way, and all crosswalk markings shall be installed by the subdivider as a required improvement;
			Findings	<i>N/A. The townhouse sublots are within an existing subdivision. No new streets are proposed.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.18	18. Street lighting shall be required consistent with adopted city standards and where designated shall be installed by the subdivider as a requirement improvement;
			Findings	<i>N/A. The townhouse sublots are within an existing subdivision. No new streets are proposed.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.19	19. Private streets may be allowed upon recommendation by the commission and approval by the Council. Private streets shall be constructed to meet the design standards specified in subsection H2 of this section and chapter 12.04 of this code;
			Findings	<i>N/A. The townhouse sublots are within an existing subdivision. No new streets are proposed.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.20	20. Street signs shall be installed by the subdivider as a required improvement of a type and design approved by the Administrator and shall be consistent with the type and design of existing street signs elsewhere in the City;
			Findings	<i>N/A. The townhouse sublots are within an existing subdivision. No new streets are proposed.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.21	21. Whenever a proposed subdivision requires construction of a new bridge, or will create substantial additional traffic which will require construction of a new bridge or improvement of an existing bridge, such construction or improvement shall be a required improvement by the subdivider. Such construction or improvement shall be in accordance with adopted standard specifications;
			Findings	<i>N/A. This proposal does not require construction of a new bridge or impact any existing bridges.</i>

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.22	22. Sidewalks, curbs and gutters shall be required consistent with adopted city standards and where designated shall be a required improvement installed by the subdivider;
			Findings	<i>N/A. The subject properties abut an existing developed street within a residential area. No sidewalks are required for the project.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.H.23	23. Gates are prohibited on private roads and parking access/entranceways, private driveways accessing more than one single-family dwelling unit and one accessory dwelling unit, and public rights-of-way unless approved by the City Council; and
			Findings	<i>N/A. No private road or gates are proposed.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.H.24	24. No new public or private streets or flag lots associated with a proposed subdivision (land, planned unit development, townhouse, condominium) are permitted to be developed on parcels within the Avalanche Zone
			Findings	<i>No new public or private streets or flag lots are proposed.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.I	1. Alley Improvement Requirements: Alleys shall be provided in, commercial and light industrial zoning districts. The width of an alley shall be not less than twenty feet (20'). Alley intersections and sharp changes in alignment shall be avoided, but where necessary, corners shall be provided to permit safe vehicular movement. Dead end alleys shall be permitted only within the original Ketchum Townsite and only after due consideration of the interests of the owners of property adjacent to the dead end alley including, but not limited to, the provision of fire protection, snow removal and trash collection services to such properties. Improvement of alleys shall be done by the subdivider as required improvement and in conformance with design standards specified in subsection H2 of this section.
			Findings	<i>N/A. The townhouse sublots are located in the GR-L Zone and do not abut an alley.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.J.1	J. Required Easements: Easements, as set forth in this subsection, shall be required for location of utilities and other public services, to provide adequate pedestrian circulation and access to public waterways and lands. 1. A public utility easement at least ten feet (10') in width shall be required within the street right-of-way boundaries of all private streets. A public utility easement at least five feet (5') in width shall be required within property boundaries adjacent to Warm Springs Road and within any other property boundary as determined by the City Engineer to be necessary for the provision of adequate public utilities.
			Findings	<i>N/A these easements are not required as the project create or new street and the property is not adjacent to Warm Springs Road.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.J.2	2. Where a subdivision contains or borders on a watercourse, drainageway, channel or stream, an easement shall be required of sufficient width to contain such watercourse and provide access for private maintenance and/or reconstruction of such watercourse.
			Findings	<i>N/A. The townhouse sublots do not border a waterway.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.J.3	3. All subdivisions which border the Big Wood River, Trail Creek and Warm Springs Creek shall dedicate a ten foot (10') fish and nature study easement along the riverbank. Furthermore, the Council shall require, in appropriate areas, an easement providing access through the subdivision to the bank as a sportsman's access. These easement requirements are minimum standards, and in appropriate cases where a subdivision abuts a portion of the river adjacent to an

				existing pedestrian easement, the Council may require an extension of that easement along the portion of the riverbank which runs through the proposed subdivision.
			Findings	<i>N/A. The townhouse sublots do not border a waterway.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.J.4	4. All subdivisions which border on the Big Wood River, Trail Creek and Warm Springs Creek shall dedicate a twenty five foot (25') scenic easement upon which no permanent structure shall be built in order to protect the natural vegetation and wildlife along the riverbank and to protect structures from damage or loss due to riverbank erosion.
			Findings	<i>N/A. The townhouse sublots do not border a waterway.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.J.5	5. No ditch, pipe or structure for irrigation water or irrigation wastewater shall be constructed, rerouted or changed in the course of planning for or constructing required improvements within a proposed subdivision unless same has first been approved in writing by the ditch company or property owner holding the water rights. A written copy of such approval shall be filed as part of required improvement construction plans.
			Findings	<i>N/A. No changes to ditches, pipes, or other irrigation structures are proposed.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.J.6	6. Nonvehicular transportation system easements including pedestrian walkways, bike paths, equestrian paths, and similar easements shall be dedicated by the subdivider to provide an adequate nonvehicular transportation system throughout the City.
			Findings	<i>N/A. The townhouse sublots are within the existing, platted Warm Springs Subdivision No. 5.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.K	K. Sanitary Sewage Disposal Improvements: Central sanitary sewer systems shall be installed in all subdivisions and connected to the Ketchum sewage treatment system as a required improvement by the subdivider. Construction plans and specifications for central sanitary sewer extension shall be prepared by the subdivider and approved by the City Engineer, Council and Idaho Health Department prior to final plat approval. In the event that the sanitary sewage system of a subdivision cannot connect to the existing public sewage system, alternative provisions for sewage disposal in accordance with the requirements of the Idaho Department of Health and the Council may be constructed on a temporary basis until such time as connection to the public sewage system is possible. In considering such alternative provisions, the Council may require an increase in the minimum lot size and may impose any other reasonable requirements which it deems necessary to protect public health, safety and welfare.
			Findings	<i>All townhome units will connect to the municipal sewer systems. The project shall meet all requirements of the Wastewater Department.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.L	L. Water System Improvements: A central domestic water distribution system shall be installed in all subdivisions by the subdivider as a required improvement. The subdivider shall also be required to locate and install an adequate number of fire hydrants within the proposed subdivision according to specifications and requirements of the City under the supervision of the Ketchum Fire Department and other regulatory agencies having jurisdiction. Furthermore, the central water system shall have sufficient flow for domestic use and adequate fire flow. All such water systems installed shall be looped extensions, and no dead end systems shall be permitted. All water systems shall be connected to the Municipal water system and shall meet the standards of the following agencies:

				Idaho Department of Public Health, Idaho Survey and Rating Bureau, District Sanitarian, Idaho State Public Utilities Commission, Idaho Department of Reclamation, and all requirements of the City.
			Findings	<i>The townhome development will connect to the municipal water system. All utilities necessary must be improved and installed at the sole expense of the applicant. Final plans will be reviewed and approved by the Utilities Department prior to issuance of a building permit for the project. See Table 1 for review comments and conditions from the Utilities Department.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.M	M. Planting Strip Improvements: Planting strips shall be required improvements. When a predominantly residential subdivision is proposed for land adjoining incompatible uses or features such as highways, railroads, commercial or light industrial districts or off street parking areas, the subdivider shall provide planting strips to screen the view of such incompatible features. The subdivider shall submit a landscaping plan for such planting strip with the preliminary plat application, and the landscaping shall be a required improvement.
			Findings	<i>N/A. The townhouse sublots are within an existing subdivision with adequate plantings where necessary.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.N.1	N. Cuts, Fills, And Grading Improvements: Proposed subdivisions shall be carefully planned to be compatible with natural topography, soil conditions, geology and hydrology of the site, as well as to minimize cuts, fills, alterations of topography, streams, drainage channels, and disruption of soils and vegetation. The design criteria shall include the following: 1. A preliminary soil report prepared by a qualified engineer may be required by the commission and/or Council as part of the preliminary plat application.
			Findings	<i>The grading and drainage plan is indicated on Sheet L2.0 of the project plans. The project shall meet all cut, fill, and grading standards.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.N.2	2. Preliminary grading plan prepared by a civil engineer shall be submitted as part of all preliminary plat applications. Such plan shall contain the following information: a. Proposed contours at a maximum of five foot (5') contour intervals. b. Cut and fill banks in pad elevations. c. Drainage patterns. d. Areas where trees and/or natural vegetation will be preserved. e. Location of all street and utility improvements including driveways to building envelopes. f. Any other information which may reasonably be required by the Administrator, commission or Council to adequately review the affect of the proposed improvements.
			Findings	<i>The grading and drainage plan is indicated on Sheet L2.0 of the project plans. The project shall meet all cut, fill, and grading standards.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.N.3	3. Grading shall be designed to blend with natural landforms and to minimize the necessity of padding or terracing of building sites, excavation for foundations, and minimize the necessity of cuts and fills for streets and driveways.
			Findings	<i>The proposed grading meets these requirements.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.N.4	4. Areas within a subdivision which are not well suited for development because of existing soil conditions, steepness of slope, geology or hydrology shall be

				allocated for open space for the benefit of future property owners within the subdivision.
			Findings	<i>N/A. The townhome development is an infill project on a vacant lot surrounding by existing development.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.N.5	5. Where existing soils and vegetation are disrupted by subdivision development, provision shall be made by the subdivider for revegetation of disturbed areas with perennial vegetation sufficient to stabilize the soil upon completion of the construction. Until such times as such revegetation has been installed and established, the subdivider shall maintain and protect all disturbed surfaces from erosion.
			Findings	<i>The project shall meet this requirement regarding soil stabilization and revegetation.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.N.6	6. Where cuts, fills, or other excavations are necessary, the following development standards shall apply: a. Fill areas shall be prepared by removing all organic material detrimental to proper compaction for soil stability. b. Fills shall be compacted to at least ninety five percent (95%) of maximum density as determined by AASHO T99 (American Association of State Highway Officials) and ASTM D698 (American Standard Testing Methods). c. Cut slopes shall be no steeper than two horizontal to one vertical (2:1). Subsurface drainage shall be provided as necessary for stability. d. Fill slopes shall be no steeper than three horizontal to one vertical (3:1). Neither cut nor fill slopes shall be located on natural slopes of three to one (3:1) or steeper, or where fill slope toes out within twelve feet (12') horizontally of the top and existing or planned cut slope. e. Toes of cut and fill slopes shall be set back from property boundaries a distance of three feet (3'), plus one-fifth (1/5) of the height of the cut or the fill, but may not exceed a horizontal distance of ten feet (10'); tops and toes of cut and fill slopes shall be set back from structures at a distance of at least six feet (6'), plus one-fifth (1/5) of the height of the cut or the fill. Additional setback distances shall be provided as necessary to accommodate drainage features and drainage structures.
			Findings	<i>The project shall meet this development standards.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.0	O. Drainage Improvements: The subdivider shall submit with the preliminary plat application such maps, profiles, and other data prepared by an engineer to indicate the proper drainage of the surface water to natural drainage courses or storm drains, existing or proposed. The location and width of the natural drainage courses shall be shown as an easement common to all owners within the subdivision and the City on the preliminary and final plat. All natural drainage courses shall be left undisturbed or be improved in a manner that will increase the operating efficiency of the channel without overloading its capacity. An adequate storm and surface drainage system shall be a required improvement in all subdivisions and shall be installed by the subdivider. Culverts shall be required where all water or drainage courses intersect with streets, driveways or improved public easements and shall extend across and under the entire improved width including shoulders.
			Findings	<i>The drainage system must keep all storm water within the project site. Storm water is prohibited from draining onto the Hillside Drive right-of-way. All drainage improvements must meet city standards. Prior to issuance of a building permit for the project, the applicant shall submit a final drainage plan indicating grading, catch basins, piping, and drywells (KMC §17.96.040.C.2b & KMC §17.96.060.C.1-4) prepared by a civil engineer licensed in the state to be submitted for review and approval by the City</i>

				<i>Engineer and Streets Department. Additionally, the applicant shall submit a drainage and geotechnical report. See Table 1 for City Department comments including City Engineer and Streets Department conditions.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.P	P. Utilities: In addition to the terms mentioned in this section, all utilities including, but not limited to, electricity, natural gas, telephone and cable services shall be installed underground as a required improvement by the subdivider. Adequate provision for expansion of such services within the subdivision or to adjacent lands including installation of conduit pipe across and underneath streets shall be installed by the subdivider prior to construction of street improvements.
			Findings	<i>All utilities, including electricity, natural gas, telephone, and cable services, shall be installed underground.</i>
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	16.04.040.Q	Q. Off Site Improvements: Where the off site impact of a proposed subdivision is found by the commission or Council to create substantial additional traffic, improvements to alleviate that impact may be required of the subdivider prior to final plat approval, including, but not limited to, bridges, intersections, roads, traffic control devices, water mains and facilities, and sewer mains and facilities.
			Findings	<i>N/A. The townhouse subdivision does not trigger off-site improvements.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.R	R. Avalanche And Mountain Overlay: All improvements and plats (land, planned unit development, townhouse, condominium) created pursuant to this chapter shall comply with City of Ketchum Avalanche Zone District and Mountain Overlay Zoning District requirements as set forth in Title 17 of this Code.
			Findings	<i>The project shall comply with all Avalanche Zone District regulations specified in Chapter 17.92 of Ketchum Municipal Code and all Mountain Overlay regulations specified in Chapter 17.104 of Ketchum Municipal Code.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	16.04.040.S	S. Existing natural features which enhance the attractiveness of the subdivision and community, such as mature trees, watercourses, rock outcroppings, established shrub masses and historic areas, shall be preserved through design of the subdivision.
			Findings	<i>N/A. No existing natural features, like mature trees, watercourses, rock outcroppings, established shrub masses, or historic area, were present to preserve. The landscape plan approved with the Mountain Overlay Design Review Permit will enhance the attractiveness of the proposed townhouse subdivision.</i>

CONCLUSIONS OF LAW

1. The City of Ketchum is a municipal corporation established in accordance with Article XII of the Constitution of the State of Idaho and Title 50 Idaho Code and is required and has exercised its authority pursuant to the Local Land Use Planning Act codified at Chapter 65 of Title 67 Idaho Code and pursuant to Chapters 3, 9 and 13 of Title 50 Idaho Code to enact the Ordinances and regulations, which Ordinances are codified in the Ketchum City Code (“KMC”) and are identified in the Findings of Fact and which are herein restated as Conclusions of Law by this reference and which City Ordinances govern the Applicant’s Townhouse Subdivision Preliminary Plat application for the development and use of the project site.
2. The Commission has authority to hear the applicant’s Townhouse Subdivision Preliminary Plat application pursuant to Chapter 16.04 of Ketchum Code Title 16.
3. The City of Ketchum Planning Department provided adequate notice for the review of this application.

4. The Townhouse Subdivision Preliminary Plat application is governed under Sections 16.04.010, 16.04.020, 16.04.030, and 16.04.080 of Ketchum Municipal Code Chapter 16.04.
5. The proposed Townhouse Subdivision Preliminary Plat for the Deep Powder Townhomes development meets the standards for Preliminary Plats under Title 16 of Ketchum Municipal Code subject to conditions of approval.

DECISION

THEREFORE, the Ketchum City Council **approves** this Townhouse Subdivision Preliminary Plat application this Monday, May 3, 2021 subject to the following conditions:

CONDITIONS OF APPROVAL

1. The project shall meet all requirements of the Fire, Utility, Building, Streets/City Engineer, and Planning requirements as specified in Table 1.
2. The project shall comply with all conditions and comments as specified in Table 2 and 3.
3. The Townhouse Subdivision Preliminary Plat is subject to Mountain Overlay Design Review (Application File No. P21-018).
4. The recorded plat shall show a minimum of two Blaine County Survey Control Monuments with ties to the property and an inverse between the two monuments. The Survey Control Monuments shall be clearly identified on the face of the map.
5. An electronic CAD file shall be submitted to the City of Ketchum prior to final plat signature by the City Clerk. The electronic CAD file shall be submitted to the Blaine County Recorder's office concurrent with the recording of the Plat containing the following minimum data:
 - a. Line work delineating all parcels and roadways on a CAD layer/level designated as "parcel";
 - b. Line work delineating all roadway centerlines on a CAD layer/level designated as "road"; and,
 - c. Line work that reflects the ties and inverses for the Survey Control Monuments shown on the face of the Plat shall be shown on a CAD layer/level designated as "control"; and,
 - d. All information within the electronic file shall be oriented and scaled to Grid per the Idaho State Plane Coordinate System, Central Zone, NAD1983 (1992), U.S. Survey Feet, using the Blaine County Survey Control Network. Electronic CAD files shall be submitted in a ".dwg", ".dgn" or ".shp" format and shall be submitted digitally to the City on a compact disc. When the endpoints of the lines submitted are indicated as coincidental with another line, the CAD line endpoints shall be separated by no greater than 0.0001 drawing units.
6. The applicant shall provide a copy of the recorded final plat to the Department of Planning and Building for the official file on the application.
7. The Townhouse Declaration shall be simultaneously recorded with the Final Plat. The developer shall submit a final copy of the document to the Planning & Building Department and file such document prior to recordation of the final plat. The City will not now, nor in the future, determine the validity of the Townhouse Declaration.

Findings of Fact **adopted** this 3rd day of May 2021.

Neil Bradshaw
Mayor
City of Ketchum

Lisa Enourato
Interim City Clerk

Attachment B:
Deep Powder Townhomes
Preliminary Plat Application
Submittal



City of Ketchum
Planning & Building

**CERTIFIED
COMPLETE**
2-18-21
MP

OFFICIAL USE ON	
Application Number:	20-1007
Date Received:	2-17-21
By:	MP
Fee Paid:	2600 ⁰⁰
Approved Date:	
By:	

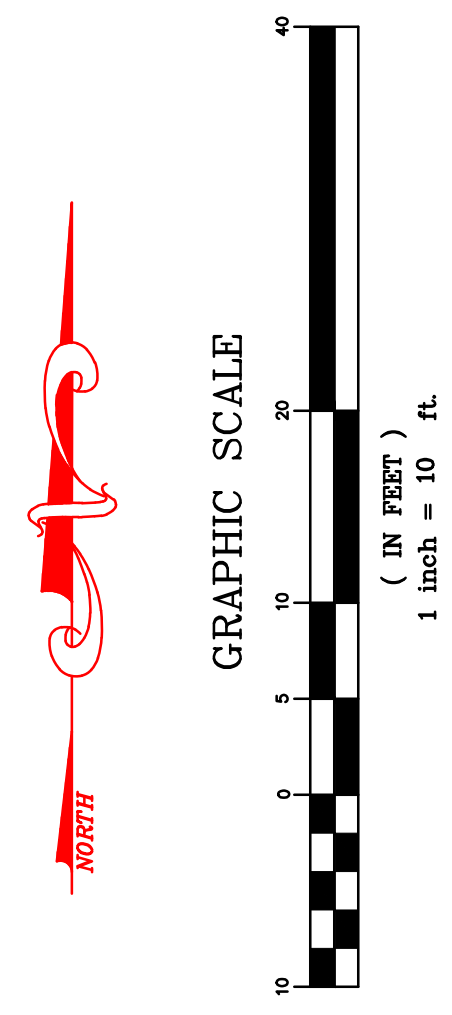
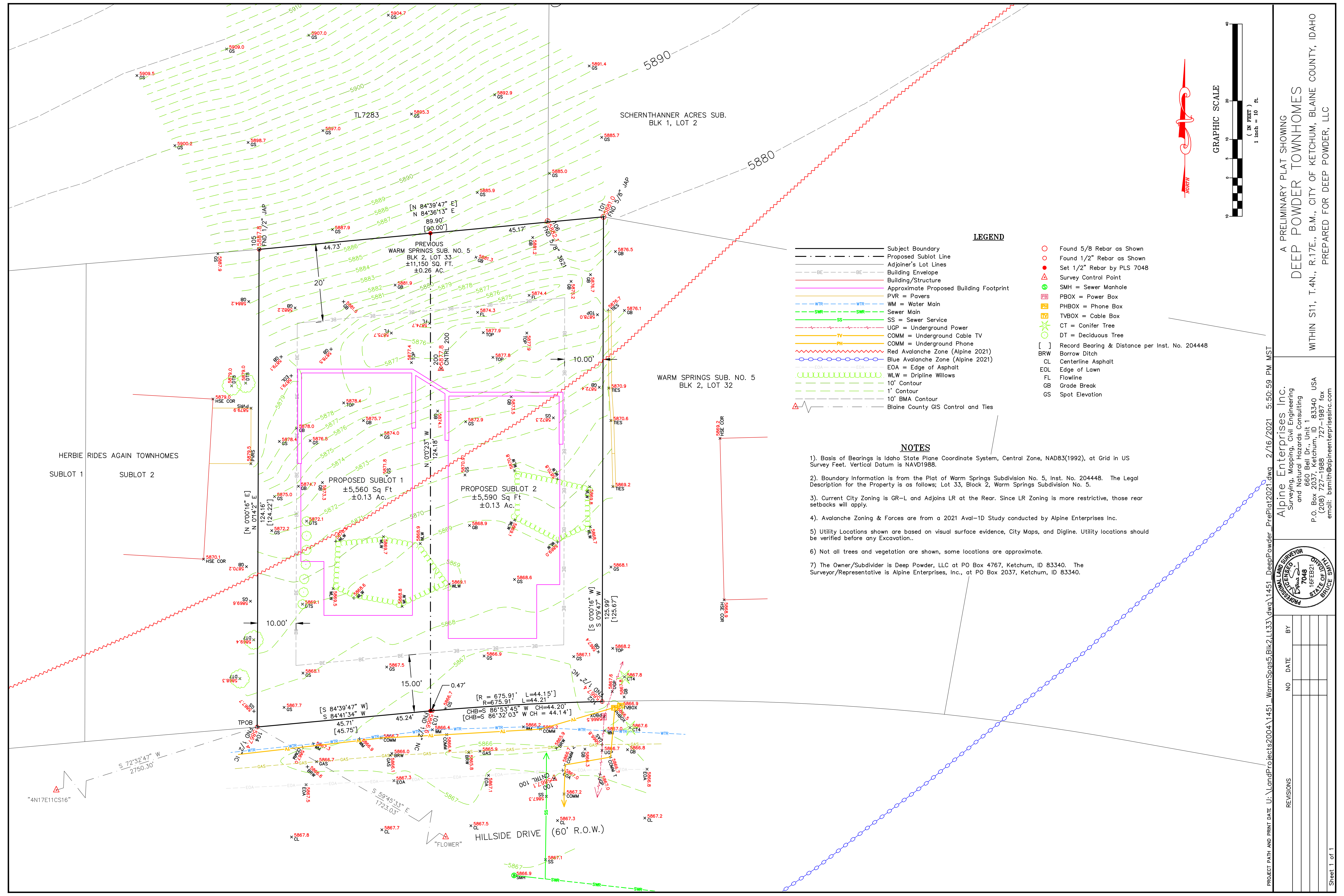
Subdivision Application

Submit completed application and payment to the Planning and Building Department, PO Box 2315, Ketchum, ID 83340 or hand deliver to Ketchum City Hall, 480 East Ave. N., Ketchum. If you have questions, please contact the Planning and Building Department at (208) 726-7801. To view the Development Standards, visit the City website at: www.ketchumidaho.org and click on Municipal Code.

APPLICANT INFORMATION			
Name of Proposed Subdivision: DEEP POWDER TOWNHOMES			
Owner of Record: DEEP POWDER, LLC			
Address of Owner: BOX 3761, KETCHUM, ID 83340			
Representative of Owner: BRUCE SMITH, PLS; ALPINE ENTERPRISES INC.			
Legal Description: LOT 33, BLOCK 2, WARM SPRINGS SUBD. NO. 5			
Street Address: 255 HILLSIDE DR.			
SUBDIVISION INFORMATION			
Number of Lots/Parcels: 2 TOWNHOUSE SUBLOTS			
Total Land Area: ± 11,150 SQ. FT = ± 0.26 ACRES			
Current Zoning District: CR-L			
Proposed Zoning District: NO CHANGE			
Overlay District: AVALANCHE			
TYPE OF SUBDIVISION			
Condominium <input type="checkbox"/>	Land <input type="checkbox"/>	PUD <input type="checkbox"/>	Townhouse <input checked="" type="checkbox"/>
Adjacent land in same ownership in acres or square feet: NONE			
Easements to be dedicated on the final plat: PUBLIC UTILITIES			
Briefly describe the improvements to be installed prior to final plat approval: CONSTRUCT 2 TOWNHOUSE UNITS, DRIVEWAY, LANDSCAPING			
ADDITIONAL INFORMATION			
All lighting must be in compliance with the City of Ketchum's Dark Sky Ordinance			
✓ One (1) copy of Articles of Incorporation and By-Laws of Homeowners Associations and/or Condominium Declarations			
✓ One (1) copy of current title report and owner's recorded deed to the subject property			
✓ One (1) copy of the preliminary plat			
All files should be submitted in an electronic format.			

Applicant agrees in the event of a dispute concerning the interpretation or enforcement of the Subdivision Application in which the City of Ketchum is the prevailing party to pay reasonable attorney's fees and costs, including fees and costs of appeal for the City of Ketchum. Applicant agrees to observe all City ordinances, laws and conditions imposed. Applicant agrees to defend, hold harmless and indemnify the City of Ketchum, city officials, agents and employees from and for any and all losses, claims, actions, judgments for damages, or injury to persons or property, and losses and expenses caused or incurred by Applicant, its servants, agents, employees, guests and business invitees and not caused by or arising out of the tortuous conduct of city or its officials, agents or employees. Applicant certifies that s/he has read and examined this application and that all information contained herein is true and correct.

BRUCE S. SMITH, PLS; ALPINE ENTERPRISES INC. 16 FEB 2021
 Applicant Signature _____ Date _____
 REPRESENTATIVE



LEGEND

- Subject Boundary
 - - - Proposed Sublot Line
 - - - Adjoiner's Lot Lines
 - - - Building Envelope
 - - - Building/Structure
 - - - Approximate Proposed Building Footprint
 - - - PVR = Pavers
 - - - WM = Water Main
 - - - Sewer Main
 - - - SS = Sewer Service
 - - - UGP = Underground Power
 - - - TV = Underground Cable TV
 - - - PH = Underground Phone
 - - - Red Avalanche Zone (Alpine 2021)
 - - - Blue Avalanche Zone (Alpine 2021)
 - - - EOA = Edge of Asphalt
 - - - WLW = Dripline Willows
 - - - 10' Contour
 - - - 1' Contour
 - - - 10' BMA Contour
 - - - Blaine County GIS Control and Ties
- Found 5/8 Rebar as Shown
 - Found 1/2" Rebar as Shown
 - Set 1/2" Rebar by PLS 7048
 - △ Survey Control Point
 - ⊙ SMH = Sewer Manhole
 - ⊠ PBOX = Power Box
 - ⊠ PHBOX = Phone Box
 - ⊠ TVBOX = Cable Box
 - ⊠ CT = Conifer Tree
 - ⊠ DT = Deciduous Tree
 - [] Record Bearing & Distance per Inst. No. 204448
 - BRW Borrow Ditch
 - CL Centerline Asphalt
 - EOL Edge of Lawn
 - FL Flowline
 - GB Grade Break
 - GS Spot Elevation

NOTES

- 1). Basis of Bearings is Idaho State Plane Coordinate System, Central Zone, NAD83(1992), at Grid in US Survey Feet. Vertical Datum is NAVD1988.
- 2). Boundary Information is from the Plat of Warm Springs Subdivision No. 5, Inst. No. 204448. The Legal Description for the Property is as follows; Lot 33, Block 2, Warm Springs Subdivision No. 5.
- 3). Current City Zoning is GR-L and Adjoins LR at the Rear. Since LR Zoning is more restrictive, those rear setbacks will apply.
- 4). Avalanche Zoning & Forces are from a 2021 Aval-1D Study conducted by Alpine Enterprises Inc.
- 5). Utility Locations shown are based on visual surface evidence, City Maps, and Digline. Utility locations should be verified before any Excavation.
- 6). Not all trees and vegetation are shown, some locations are approximate.
- 7). The Owner/Subdivider is Deep Powder, LLC at PO Box 4767, Ketchum, ID 83340. The Surveyor/Representative is Alpine Enterprises, Inc., at PO Box 2037, Ketchum, ID 83340.

PROJECT PATH AND PRINT DATE: U:\LandProjects\2004\1451_WarmSprgs5.Blk2.Lt.33.dwg\1451_DeepPowder_PrelPlat2021.dwg 2/16/2021 5:50:59 PM MST
 Sheet 1 of 1

A PRELIMINARY PLAT SHOWING
DEEP POWDER TOWNHOMES
 WITHIN S11, T.4N., R.17E., B.M., CITY OF KETCHUM, BLAINE COUNTY, IDAHO
 PREPARED FOR DEEP POWDER, LLC

Alpine Enterprises Inc.
 Surveying, Mapping, Civil Engineering
 and Natural Hazards Consulting
 660 Bell Dr., Unit 1 83340 USA
 P.O. Box 2037, Ketchum, ID
 (208) 727-1988 727-1987 fax
 email: bsrm@alpineenterprisesinc.com

NO	DATE	BY

REVISIONS

PROFESSIONAL LAND SURVEYOR
 STATE OF IDAHO
 7048
 16FEB21

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Deep Powder LLC
Post Office Box 3761
Ketchum, ID 83340

(Space above line for Recorder's Use)

**TOWNHOME DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
DEEP POWDER TOWNHOMES**

THIS DECLARATION is made on the _____ day of _____, 2021 by Deep Powder, a limited liability company, (collectively "Declarant").

RECITALS

A. Declarant is the owner of certain real property described as Lot 33 in Block 2 of Warm Springs Subdivision No. 5 according to the official plat thereof, recorded as Instrument No. 204448, Blaine County, Idaho ("Property"). Declarant has changed the legal character of the real property by replatting to townhome ownership.

B. The Property is presently improved by two unattached townhome residential family dwellings thereon described as Sublot 1 and Sublot 2, Deep Powder Townhomes, Blaine County, Idaho.

C. The street address of Sublot 1 is _____ Hillside Drive, Ketchum, ID 83340. The street address of Sublot 2 is _____ Hillside Drive, Ketchum, ID 83340.

D. Declarant intends that townhome subplot owners of Deep Powder Townhomes shall be subject to this Declaration and shall be members of the management body created hereby.

DECLARATION

NOW, THEREFORE, DECLARANT HEREBY DECLARES THAT:

1. Declaration. This Declaration is hereby established upon Deep Powder Townhomes in furtherance of a general plan for improvement and sale of townhome sublots within the Property for the purpose of enhancing and perfecting the value of each townhome unit therein, and for the benefit of each owner of a townhome unit in Deep Powder Townhomes.

a) Townhome sublots within Deep Powder Townhomes shall be held, conveyed, encumbered, leased, occupied or otherwise used, improved or transferred, in whole or in part, subject to this Declaration and any supplemental declaration.

b) This Declaration and any supplemental declaration shall run with Deep Powder Townhomes real property and all townhome sublots located therein, and shall be binding upon and inure to the benefit of all parties having or hereafter acquiring any right, title or interest in Deep Powder Townhomes or any portion thereof.

2. Definitions.

a) Townhome Sublot. A "townhome sublot" means an estate in real property with a fee interest in a townhome sublot shown and described on the plat for Deep Powder Townhomes.

b) Townhome Unit. A "townhome unit" means a building on a townhome sublot shown and described on the plat for Deep Powder Townhomes.

3. Property Rights.

a) Utilities. All townhome sublot owners shall have mutual non-exclusive reciprocal easements for existing and future water, cable tv, sewage, telephone and electrical lines under and across their townhome units and townhome sublots for the repair, maintenance and replacement thereof subject to the restoration of the easement premises for any damage resulting from such repair or replacement.

b) Encroachments. If any portion of a townhome sublot or unit encroaches on the other townhome sublot or unit, regardless of the cause, a valid easement exists for such encroachment and for the maintenance of it so long as it remains.

c) Drywells. There are approximately four (4) dry wells located on the Property as shown on Exhibit "A" attached hereto and by this reference made a part hereof. A reciprocal easement for maintenance and repair exists for the dry wells and connecting underground conduit. Each sublot owner is responsible to keep the dry well and connecting conduit on their sublot free from debris. Both sublot owners are equally responsible to keep the dry wells on their common sublot property boundary free from debris.

4. Use Restrictions.

a) Residential Use. The townhome sublots are restricted to residential uses

permitted by the Ketchum Zoning Ordinance as amended from time to time.

b) Maintenance. Each owner of a townhome subplot shall be responsible for maintaining their townhome subplot landscaping and all improvements thereon in a clean, sanitary, and attractive condition.

c) Offensive Conduct. No noxious or offensive activities shall be conducted within a townhome unit or townhome subplot. Nothing shall be done on or within the townhome units or townhome sublots that may be or may become an annoyance or nuisance to the residents of the townhome sublots, or that in any way interferes with the quiet enjoyment of the occupants of townhome units.

5. Parking Restrictions. No inoperative vehicle, unsightly vehicle, or any improperly parked or stored vehicle shall be located on a townhome subplot.

6. External Fixtures. No television or radio poles, antenna, flag poles, clotheslines, or other external fixtures other than those originally installed by Declarant or unanimously approved by the subplot owners shall be constructed, erected or maintained on or within Deep Powder Townhomes.

7. Trash. Trash, garbage or other waste shall be kept only in sanitary containers situated within the garage of the townhome unit. No owner shall permit or cause any trash or refuse to be kept on any portion of the Deep Powder Townhomes other than receptacles customarily used for it, which shall be located in the garage of the townhome unit, except on the scheduled day for trash pickup.

8. Architectural Control.

a) Architectural Committee. The architectural committee shall be the subplot owners of Deep Powder Townhomes as constituted from time to time. The architectural committee shall exercise its best judgment to see that all improvements, construction, landscaping and alterations that affect the exterior of Deep Powder Townhomes conform and harmonize with the existing structures as to external design, materials, color and topography.

b) Approval. No improvements of any kind or of any nature shall ever be altered, constructed, erected or permitted, nor shall any excavating, clearing or landscaping be done on any townhome subplot within Deep Powder Townhomes unless the same are approved by the architectural committee prior to the commencement of such work. The management body shall consider the materials to be used on the exterior features of said proposed improvements, including exterior colors and harmony of the exterior design with existing structures within Deep Powder Townhomes.

9. Insurance. The townhome subplot owners shall provide and be responsible for their

own townhome subplot casualty, liability and property damage insurance.

10. Amendment. This Declaration shall not be revoked nor shall any of its provisions herein be amended without the unanimous written consent of the townhome subplot owners, duly and properly recorded with the Blaine County Recorder.

IN WITNESS WHEREOF, the Declarant has executed this instrument on the day and year first above written.

DECLARANT:

Tim Carter

Joe Marx

ACKNOWLEDGMENTS

STATE OF IDAHO)
) ss:
County of Blaine)

On this _____ day of _____, 2021, before me, the undersigned, a Notary Public, personally appeared TIM CARTER, known or identified to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

WITNESS MY HAND AND SEAL

NOTARY PUBLIC for Idaho

Residing at _____

Commission Expires _____

STATE OF IDAHO)
) ss:
County of Blaine)

On this _____ day of _____, 2021, before me, the undersigned, a Notary Public, personally appeared JOE MARX, known or identified to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

WITNESS MY HAND AND SEAL

NOTARY PUBLIC for Idaho
Residing at _____
Commission Expires _____



OWNER'S POLICY OF TITLE INSURANCE

Policy Number OX-12399608

Issued by Old Republic National Title Insurance Company

Any notice of claim and any other notice or statement in writing required to be given to the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, a Minnesota corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from:
 - (a) A defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to-
 - (a) the occupancy, use, or enjoyment of the Land;
 - (b) the character, dimensions, or location of any improvement erected on the Land;
 - (c) the subdivision of land; or
 - (d) environmental protection
 if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.

Issued By:

Pioneer Title Company of Blaine County
100 10th Avenue South
Nampa, ID 83651

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(512) 371-1111

An authorized Agent of:
Old Republic National Title Insurance Company

Authorized Signatory

By

President

Attest

Secretary

COVERED RISKS Continued

6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective
 - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
 - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
 - (i) to be timely, or
 - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A. The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
 - (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
 3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
 4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
 5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

CONDITIONS AND STIPULATIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
 - (i) The term "Insured" also includes
 - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
 - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
 - (C) successors to an Insured by its conversion to another kind of Entity;
 - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
 - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
 - (2) if the grantee wholly owns the named Insured,
 - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
 - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
 - (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
- (j) "Title": The estate or interest described in Schedule A.
- (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.-

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

CONDITIONS AND STIPULATIONS Continued

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

- (a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.
- (b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.
- (c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

- (a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.
- (b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Insurance.
To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

CONDITIONS AND STIPULATIONS Continued

Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

(b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

- (i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or
- (ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

- (a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of
 - (i) the Amount of Insurance; or
 - (ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.
- (b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,
 - (i) the Amount of Insurance shall be increased by 10%, and
 - (ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.
- (c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

- (a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.
- (b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.
- (c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

CONDITIONS AND STIPULATIONS Continued

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

(a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

(b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

(a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.

(c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.

(d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

(a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefore in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

(b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at 400 Second Avenue South, Minneapolis, Minnesota 55401-2499.



PioneerTitleCo.
GOING BEYOND

Owner's Policy

Policy Issuing Agent For:
Old Republic National Title Insurance Company
400 Second Avenue South
Minneapolis, MN 55401

File No.: 682766

Policy No.: OX-12399608

Date of Policy: May 17, 2019 at 12:22PM

Address Reference: 255 Hillside Drive, Ketchum, ID
83340

Amount of Insurance: \$538,500.00

Premium: \$1,911.00

Endorsement Premium: \$0.00

Schedule A

1. Name of Insured:

Deep Powder LLC, an Idaho limited liability company

2. The estate or interest in the Land that is insured by this policy is:

FEE SIMPLE

3. Title is vested in:

Deep Powder LLC, an Idaho limited liability company

4. The land referred to in the Policy is described as follows:

Lot 33 in Block 2 of Warm Springs Subdivision No. 5, according to the official plat thereof, recorded as Instrument No. 204448, records of Blaine County, Idaho.

Schedule B

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

1. Rights or claims of parties on possession not shown by the public records.
2. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey or inspection of the premises including, but not limited to, insufficient or impaired access or matter contradictory to any survey plat shown by the public records.
3. Easements, or claims of easements, not shown by the public records.
4. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims to title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Taxes or special assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices to such proceedings, whether or not shown by the records of such agency or by the public records.

Special Exceptions:

1. General taxes for the year 2019, which are liens and are not yet due and payable.
Parcel No.: RPH05710000330
2. Sewer charges and special assessments, if any, for the City of Ketchum.
No delinquencies appear of record.
3. Said property lies within the Avalanche Zone as disclosed by Affidavit as to Identification of Plats and Descriptions of Real Property
Recorded: October 10, 1979
Instrument No.: 197578
4. Covenants, conditions, restrictions and easements as set forth on the plat.
Name of Plat: Warm Springs Subdivision No. 5
Instrument No.: 204448
Deleting or omitting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

5. Reservations contained in an instrument

Document: Warranty Deed

Executed by: The Andreas Schernthanner and Alice E. Schernthanner Declaration of Trust

Recorded: April 3, 1996

Instrument No.: 388796

As Follows: All water and water rights on or under said parcel and any ditch rights associated with or appurtenant to said parcel of land or any part thereof.

END OF EXCEPTIONS



491 N. Main Street, Suite 102
Ketchum, ID 83340

**ELECTRONICALLY RECORDED-DO NOT
REMOVE THE COUNTY STAMPED FIRST
PAGE AS IT IS NOW INCORPORATED AS
PART OF THE ORIGINAL DOCUMENT**

File No. 682766 /TG

WARRANTY DEED

For Value Received 5050 Ventures LLC, a California limited liability company (as to an undivided 80% interest) and Sawtooth EIE LLC, a Delaware limited liability company (as to an undivided 20% interest)

hereinafter referred to as Grantor, does hereby grant, bargain, sell, warrant and convey unto

Deep Powder LLC, an Idaho limited liability company

hereinafter referred to as Grantee, whose current address is PO Box 3761 Ketchum, ID 83340

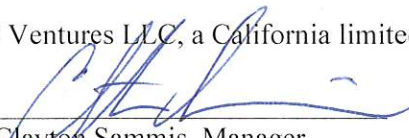
The following described premises, to-wit:

Lot 33 in Block 2 of Warm Springs Subdivision No. 5, according to the official plat thereof, recorded as Instrument No. 204448, records of Blaine County, Idaho.

To HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee(s), and Grantees(s) heirs and assigns forever. And the said Grantor(s) does (do) hereby covenant to and with the said Grantee(s), the Grantor(s) is/are the owner(s) in fee simple of said premises; that said premises are free from all encumbrances EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee(s); and subject to U.S. Patent reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record, and current years taxes, levies, and assessments, includes irrigation and utility assessments, (if any) which are not yet due and payable, and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever.

Dated: May 14, 2019

5050 Ventures LLC, a California limited liability company

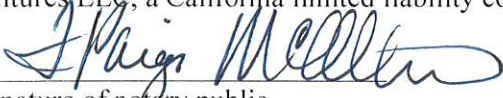
By: 
Clayton Sammis, Manager

Sawtooth EIE LLC, a Delaware limited liability company

By: 
Clayton Sammis, Manager

State of Idaho, County of Blaine

This record was acknowledged before me on May 17, 2019 by Clayton Sammis, as Manager of 5050 Ventures LLC, a California limited liability company.

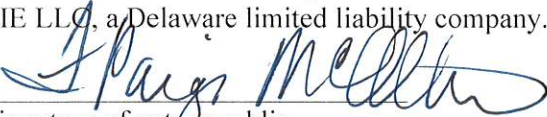


Signature of notary public
Commission Expires: 1/5/24



State of Idaho, County of Blaine

This record was acknowledged before me on May 17, 2019 by Clayton Sammis, as Manager of Sawtooth EIE LLC, a Delaware limited liability company.



Signature of notary public
Commission Expires: 1/5/24

